

RESOLUTION NO. 2019-__**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH JAMES J. BENES AND ASSOCIATES, INC. FOR PHASE III ENGINEERING
SERVICES RELATING TO THE DIEHL ROAD TURN LANE IMPROVEMENT PROJECT**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, on November 21, 2016, the City Council adopted Resolution No. 2016-34, approving an agreement with James J. Benes and Associates, Inc. ("Consultant") for the performance of a phase I engineering study ("Phase I") regarding turn lane improvements on Diehl Road at the Winfield Road intersection ("Project"); and

WHEREAS, on May 21, 2018, the City Council adopted Resolution No. 2018-18, approving an agreement with Consultant for the performance of phase II engineering services for the Project ("Phase II"); and

WHEREAS, the City's proposed budget for the 2020 fiscal year has sufficient funds for the procurement of phase III construction engineering services for the Project ("Engineering Services"); and

WHEREAS, pursuant to the City's Qualification Based Selection (QBS) Process, as amended March 19, 2018 ("QBS Policy"), City staff requested a proposal for the Engineering Services from Consultant because Consultant participated Phase I and Phase II of the Project to the City's satisfaction; and

WHEREAS, Consultant submitted a proposal to perform the Engineering Services ("Proposal") in the amount of \$35,367; and

WHEREAS, the City desires to enter into a professional services agreement with Consultant for the performance of the Engineering Services ("Agreement"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with Consultant for the Engineering Services at the price proposed;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with Consultant in the amount of \$35,367 as provided in Exhibit A of the Agreement, is hereby approved in the form attached to this Resolution as Exhibit A.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Agreement only after receipt by the City Administrator of at least two executed copies of the Agreement from Consultant; provided, however, that if the City Administrator does not receive such executed copies of the Agreement

from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ day of _____, 2019.

MAYOR

ATTEST:

CITY CLERK

#62621199_v1

EXHIBIT A
AGREEMENT

**CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR PHASE III CONSTRUCTION ENGINEERING
DIEHL ROAD TURN LANE IMPROVEMENTS (“CHANNELIZATION”) PROJECT**

THIS AGREEMENT is dated as of the ____ day of _____, 20____ (**“Agreement”**) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (**“City”**) and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City’s statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

James J. Benes and Associates, Inc. (“Consultant”)
950 Warrenville Road, Suite 101
Lisle, Illinois 60532
Telephone: 630-719-7570
Email: tadamshick@benes.com

B. Project Description. Phase III construction engineering services for the Diehl Road Turn Lane Improvements (“Channelization”) project.

C. Representations of Consultant. The Consultant has submitted to the City a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit A to this Agreement (**“Services”**). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed \$35,367, as outlined in Exhibit A, including reimbursable expenses as identified in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been

fully executed by the Parties (the “**Commencement Date**”). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than 1 year after the date of the execution of this Agreement (“**Time of Performance**”).

D. Reporting. The Consultant shall regularly report to the City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement. The City Administrator’s designee shall be the person identified in Section 8.D to receive notice, unless the City Administrator otherwise designates in writing.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount billed for the Proposal and paid by the City during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant shall be paid as provided in Exhibit A. The Consultant shall submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A. The City shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City or its authorized representative to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. Claim In Addition To Agreement Amount. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the City, the Consultant shall provide written notice to the City of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

E. Taxes, Benefits and Royalties. The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Consultant. Consultant shall notify the City as soon as practicable following resignation or termination of Key Project Personnel. No new Key Project Personnel shall be reassigned or added without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement ("***Time of Disclosure***"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the

City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care for Services. The Consultant represents and agrees that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and agreements expressed shall be in addition to any other representations and agreements expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the City or the Consultant, indemnify, save harmless, and defend the City, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that in any manner are connected with or arise from—the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and agreements pursuant to Subsection 6.A of this Agreement (but not the performance or failure of a contractor not retained by Consultant) ;provided that Consultant shall not be required to indemnify, save harmless, and defend the City for any injury or damage caused by the negligence of the City.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the City Administrator may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City Administrator may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the City. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

D. No Personal Liability. No elected or appointed official, or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (ii) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent is interested in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Patriot Act Compliance. The Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against

any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred or reasonable expenses that Consultant is legally obligated to pay, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit A.

G. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the City Administrator determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion shall not constitute a waiver of any rights or claims which the City may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the City by the Consultant.

H. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

I. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject

of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

J. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

K. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the City Council. The City shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the City Council.

L. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other consultants engaged by the City.

M. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior written approval from the City Administrator.

N. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

O. City Data. The City has developed various types of data and information, such as digital map information through Geographic Information Systems Technology and through Auto CAD and other methods (collectively "**City Data**") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the City Data, subject to the following conditions:

1. Limited Access to City Data. The City Data provided by the City shall be limited to the scope of the Work that the Consultant is to provide for the City;

2. **Purpose of City Data.** The Consultant shall limit its use of the City Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to City Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the City.** The City Data constitutes proprietary materials and trade secrets of the City and, shall remain the property of the City;

b. **Consent of City Required.** The Consultant will not provide or make available the City Data in any form to anyone without the prior written consent of the City Administrator;

c. **Supply to City.** At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the City Data;

d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the City Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the City Data for any purpose whatsoever; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the City Data has been discontinued.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a)

actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Kristine Hocking
E-mail: khocking@warrenville.il.us

With a copy to:

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Barbara A. Adams
E-mail: barbara.adams@hklaw.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

James J. Benes and Associates, Inc.
950 Warrenville Road, Suite 101
Lisle, Illinois 60532
Telephone: 630-719-7570
Attention: Tom Adomshick
Facsimile: 630-719-7589
Email: tadamshick@benes.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Proposal and the Services.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

L. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

M. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

N. Exhibits. Exhibits A and B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

O. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

P. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF WARRENVILLE

By: _____
John Coakley, City Administrator

ATTEST/WITNESS:

By: _____

Title: _____

CONSULTANT

By: _____

Its: _____

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EXHIBIT A

SCOPE OF SERVICES & AGREEMENT AMOUNT

*Statement of Qualifications
to Provide Phase III Construction
Engineering Services*

*Diehl Road Channelization
Improvements
(Davis Parkway to Winfield Road)*



Submitted to:

The City of Warrenville

December 21, 2018

Submitted by:

JAMES J. BENES AND ASSOCIATES, INC.

950 Warrenville Road ▪ Suite 101 ▪ Lisle, Illinois ▪ 60532

Tel. (630) 719-7570 ▪ Fax (630) 719-7589





JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

December 21, 2018

Kristine Hocking, P.E., CFM
Senior Civil Engineer
City of Warrenville
3 S 258 Manning Avenue
Warrenville, IL 60555

**Re: Phase III Construction Engineering Proposal
Diehl Road Channelization Improvements**

Dear Ms. Hocking:

James J. Benes and Associates, Inc. is pleased to submit our Proposal to perform Phase III Construction Engineering Services for the Diehl Road Channelization Improvements Project. We have extensive experience providing civil engineering services to public agencies for all phases of federally funded projects from preparation of funding applications through Phase I preliminary engineering and environmental studies, Phase II final design, and Phase III construction inspection.

Our clients include multiple for municipalities in DuPage, Cook, Will and Lake Counties, the Illinois Department of Transportation and DuPage and Will Counties. We have maintained a longstanding relationship with the City of Warrenville, providing a variety of civil engineering services for over thirty years.

In accordance with the Request for Proposal, we have enclosed our firm information with Overhead and Burden Rate/IDOT Prequalifications, company and staff profiles, experience, project understanding, and Conflict of Interest Statement (IDOT BDE Disc 2) form. The cost proposal, including a line item breakdown of man-hours and costs by tasks and direct costs is provided in the accompanying separately sealed envelope.

Our project team includes SEECO Consultants, Inc. of Tinley Park to provide QA material manger services of testing HMA and PCC construction materials.

We are committed to provide individualized professional services that will meet the specific needs and schedules for this project. Our office location in the Village of Lisle allows our staff to be readily available to provided services in an expeditious manner.

We believe that an important element of our service is the direct involvement of our Principals. This involvement ensures that the necessary resources and expertise are assigned to a project for a timely and successful completion. It is our collective knowledge, experience, and responsiveness that have enabled us to maintain the relationship with our municipal clients.

We believe that our qualifications and experience warrant being considered by the City of Warrenville to provide construction engineering services for the Diehl Road Channelization

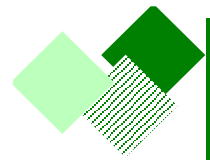
Improvement Project. Please contact us at (630) 719-7570 if you have any questions or require additional information relative to our capabilities.

Respectfully submitted,

JAMES J. BENES AND ASSOCIATES, INC.



By: Thomas Adomshick, P.E., PTOE
President



IDOT Prequalifications:

- Location Design Studies:
 - Recon./Major Rehab.
 - Rehabilitation
- Plans, Specs, & Estimates:
 - Highways-Roads & Street
- Special Studies:
 - Location Drainage
 - Traffic Signals
 - Traffic Studies
 - Safety
 - Feasibility
- Hydraulic Reports:
 - Waterway-Complex
 - Waterway-Typical
- Special Services:
 - Surveying
 - **Construction Inspection**

Comprehensive Capabilities:

- Civil Engineering
- Municipal Engineering
- Transportation
- **Construction Management**
- Surveying
- Stormwater Management
- Stormwater Modeling
- Water Resources
- Cost Estimating
- Permitting

Contact Information:

(630) 719-7570
(630) 719-7578 Fax

www.jjbenes.com

Admin@jjbenes.com

950 Warrenville Road, Suite 101
Warrenville Road, Suite 101
Lisle, IL 60532

COMPANY PROFILE:

James J. Benes & Associates, Inc. was founded in 1970 and provides professional, comprehensive civil engineering and surveying services. JJB primarily provides services to the public sector including the Illinois Department of Transportation, municipalities, counties and park districts.

Services range from Phase I preliminary engineering and feasibility studies, Phase II final design documents, permitting, Phase III construction observation, and general municipal engineering.

We have been **pre-qualified with the Illinois Department of Transportation since 1970**, and are a licensed Professional Design Firm, Professional Engineering and Land Surveyor Corporation in the State of Illinois.

Our **experience** includes Phase I preliminary engineering and Phase II final engineering services for Illinois Department of Transportation (IDOT) state highway improvements throughout the Chicago Metropolitan Area. We are proud to have **received an IDOT/ACEC Exceptional Consulting Engineering Service Award** for one of our Phase II projects.

Our firm **current staff** is comprised of engineers, land surveyor, and engineering/CADD technicians

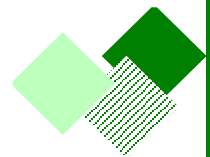
Staff certifications for various specialties include:

- Certified Floodplain Manager
- Professional Traffic Operations Engineer
- **IDOT Documentation Certification**
- Certified Professional in Erosion and Sediment Control

Municipal, state and county clients account for over 95 percent of our total services. Our services include: preparation of plans and specifications for a wide variety of the capital improvement projects; construction inspection; private development reviews; coordination with residents to resolve local drainage problems; development of multi-year capital improvement programs; attendance at meetings with municipal staffs, elected officials and residents; traffic engineering reviews and designs; and erosion control consulting.

Our experience serving as the designated municipal engineer for Lisle, Western Springs, and Woodridge, in addition to providing specialized engineering services to numerous other communities, gives us a unique understanding of the specific needs related to Warrenville's Diehl Road Improvement Project.

The size and corporate structure of our firm affords us the ability to provide immediate and personalized service as well as direct access to project managers and company principals. This capability enables us to respond to unforeseen needs in an effective and timely manner, without the delay and miscommunication.





James J. Benes and Associates' staff project team was selected based on each individual's experience and record of successfully completing similar federally funded projects, both local agency and State. Our project team members have experience in Phases I, II and III, bringing a big picture overview of the entire process from preliminary studies through design and construction, yet an intimate knowledge of the details involved in each phase.

The following personnel will be assigned to perform the construction engineering services for the Diehl Road Channelization Improvement Projects. Each member of our project team is knowledgeable and experienced in construction engineering for local and federally funded transportation improvement projects.

We will provide all services as described in Request for Proposal Technical Scope of Services section with in-house staff, except for the specialty service of QA material manger of testing construction material which will be provided by an IDOT prequalified sub-consultant.

JJB Project Team:

Project Manager & Principal in Charge:

Thomas Adomshick, P.E., PTOE will serve as the Principal in Charge and Project Manager, primary contact person for construction management services on administrative matters and will oversee and monitor the status of the project. He has over 35 years of experience in planning, design and construction of roadway projects utilizing IDOT policies and procedures on numerous similar projects for our municipal clients, County and IDOT.

Resident Project Engineers:

Brian Gilmore, P.E. will serve as Resident Project Engineer for overseeing construction observations and inspection services. He over 10 years of experience in design and construction observation/inspection of local, state, and federally funded transportation infrastructure improvements utilizing IDOT policies and procedures. Mr. Gilmore is IDOT construction documentation certified.

Construction Inspectors:

Grant Hicks E.I., and Jason Jelsomine will be the team of construction inspectors available for observing, inspecting, and documenting daily construction activities. Combined they have over 32 years of combined experience in construction observation and inspection of local, state, and federally funded transportation infrastructure improvements utilizing IDOT policies and procedures. Mr. Hicks and Jelsomine are IDOT construction documentation certified.

Subconsultants:

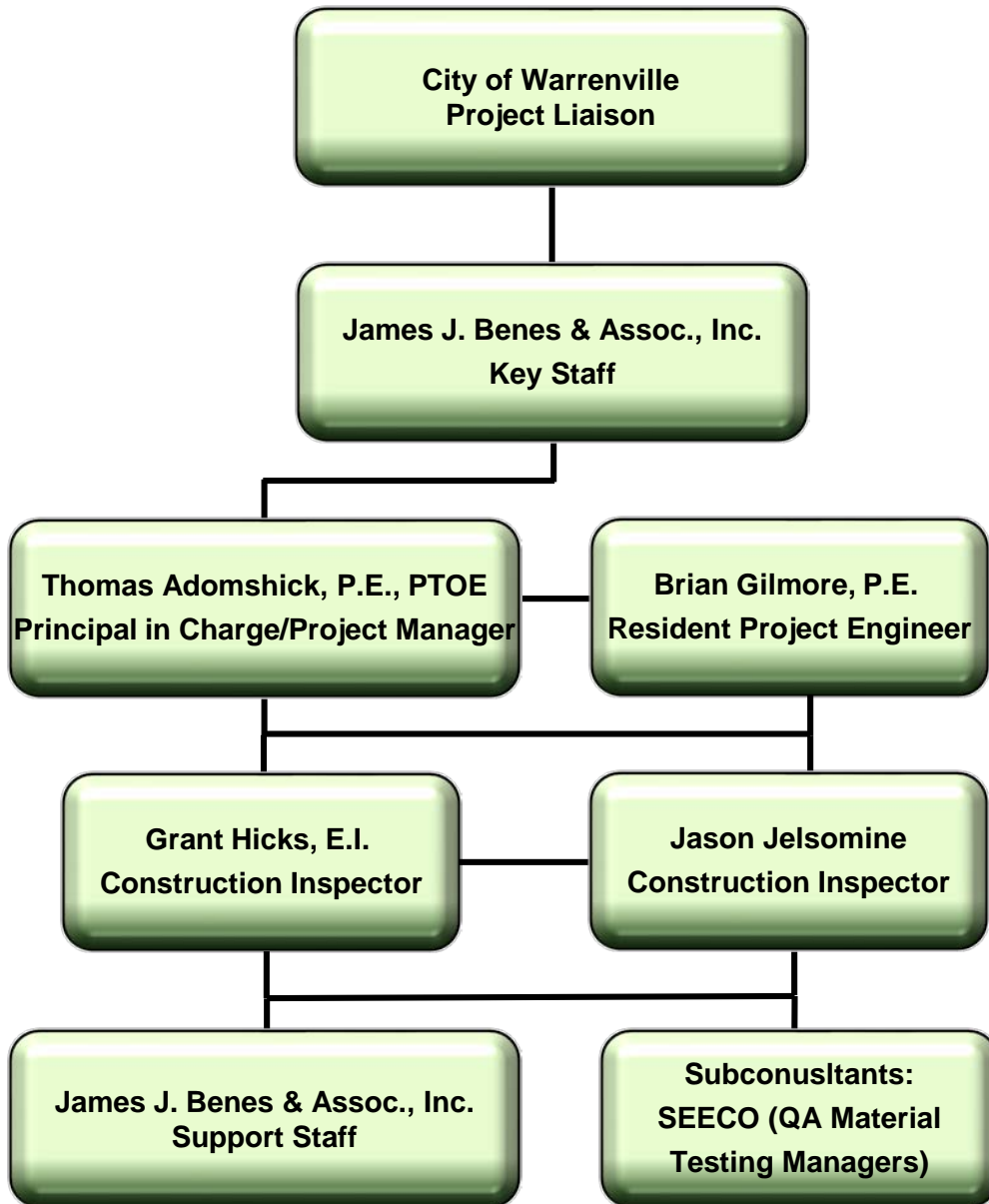
We anticipate using the following team of IDOT prequalified sub-consultants to provide QA material manger testing of construction materials.

- SEECO Consultants, Inc. of Tinley Park

Resumes for the key members of the Project Team are attached.

PROJECT ORGANIZATIONAL CHART

DIEHL ROAD CHANNELIZATION IMPROVEMENT PROJECT – PHASE III





RELEVANT EXPERIENCE

James J. Benes & Associates, Inc. has provided Phase III Construction Engineering services, on the following projects:

Phase III Construction Engineering Services:

Project / Client	IL-38/Nicol & Lambert/IL-53/Pershing Traffic Signal Improvements / Village of Glen Ellyn
Scope of Work / (Contractor) / Client POC	Phase I preliminary design, Phase II final design and preparation, and Phase III construction management services signalized pedestrian crossing improvements at three local street intersections with state routes. The improvements included addition of crossings, countdown pedestrian signal heads, and sidewalk and signal equipment modifications to bring the existing and new crossings into ADA compliance. Project tasks included preparation of funding applications for federal funding and for RTA funding. Preliminary engineering included preparation of the CE I project report. The project was funded with CMAQ federal funds and an RTA grant. Village of Glen Ellyn – Richard Daubert, PE, Professional Engineer (630) 547-5507
Project Team	Thomas Adomshick, PE, PTOE – Project Manager, Steve Gidley, PE – Project Engineer/Resident Engineer
Construction Cost / Year	Const Cost \$200,400 / 2016

Project / Client	Ogden Avenue (US Route 34) Sidewalk Project / Village of Lisle
Scope of Work / (Contractor) / Client POC	Phase I, II, and III engineering services for federally funded (STP) improvement of approximately 1,600 feet of sidewalk along Ogden Avenue (US Route 34) from Yackley Avenue to Schwartz Avenue. The project also includes traffic signal modifications at the intersection of Ogden Avenue at Schwartz Avenue to accommodate pedestrian, segmental block retaining wall, new concrete sidewalk, landscape restoration. Village of Lisle – Jason Elias, PE, Public Works Director (630) 271-4170
Project Team	Bradley Hargett, PE, PLS, CFM – Project Manager, Joshua Strait, PE – Project Engineer, Brian Gilmore, PE – Resident Engineer
Construction Cost / Year	Const Cost \$150,000 / 2014

Project / Client	MacGregor Road/North Street Roadway Improvements / City of Lockport
Scope of Work / (Contractor) / Client POC	Phase I, II, and III engineering services for federally funded (STP) improvement for roadway widening, reconstruction and resurfacing of 4,100 feet of an urban collector roadways. MacGregor Road was reconstructed from 28' to 30'. Portion of North Street will be reconstructed (870') on the existing horizontal alignment and a portion resurfaced (1,955'). The project consists of curb and gutter, storm sewers, sidewalks, driveways, and parkway restoration. City of Lockport – Brent Cann, PE, Director of Public Works (815) 838-0549
Project Team	Bradley Hargett, PE, PLS, CFM – Project Manager, Brian Gilmore, PE – Project Engineer/Resident Engineer
Construction Cost / Year	Const Cost \$1,223,000 / 2017

Similar Project Experience (continued)

Project / Client	IL Route 7 Sidewalk Improvements / City of Lockport
Scope of Work / (Contractor) / Client POC	Phase I, II, and III engineering services for federally funded (STP) improvement of 5,200 feet of PCC sidewalk along Illinois Route 7 from 7th Street to Adelmann Road. The project includes major culvert extension, pavement patching, concrete curb and gutter, driveway apron replacement, structure adjustments and pavement striping. The project also includes traffic signal modifications at the intersection of Route 7 and Farrell Road and Route 7 at Adelmann Road to accommodate pedestrians on all legs of the intersection. City of Lockport – Brent Cann, PE, Director of Public Works (815) 838-0549
Project Team	Bradley Hargett, PE, PLS, CFM – Project Manager, Brian Gilmore, PE – Project Engineer/Resident Engineer
Construction Cost / Year	Const Cost \$946,000 / 2016

Project / Client	Janes Avenue & Center Street Traffic Signal Modernization / Village of Woodridge
Scope of Work / (Contractor) / Client POC	Phase I preliminary design, Phase II final design and preparation, and Phase III construction management of a federally funded improvement for traffic signal modernization and interconnection at three intersections along an urban collector and arterial roadway. The project consists of curb and gutter, sidewalk modification to conform to current ADA requirements, and driveway and parkway restoration. Village of Woodridge – Chris Bethel, Director of Public Works (630) 719-4753
Project Team	Thomas Adomshick, PE, PTOE – Project Manager, Steve Gidley, PE – Project Engineer/Resident Engineer
Construction Cost / Year	Const Cost \$515,000 / 2016

Project / Client	Woodward Avenue Resurfacing / Village of Woodridge
Scope of Work / (Contractor) / Client POC	Phase III engineering services for federally funded (STP) project consist of milling and resurfacing 49,550 square yards along the existing asphalt pavement of Woodward Avenue from the I-55 Bridge to Boughton Road. The project also includes 2,150 square feet of sidewalk removal and replacement, 2,100 feet of curb and gutter removal and replacement, storm sewer structure adjustments and reconstructs, miscellaneous pavement patching, pavement markings, and traffic signal detector loop replacements at the intersection of Boughton Road. Village of Woodridge – Chris Bethel, Director of Public Works (630) 719-4753
Project Team	Thomas Adomshick, PE, PTOE – Project Manager, Brian Gilmore, PE – Project Engineer/Resident Engineer
Construction Cost / Year	Const Cost \$881,000 / 2013

Project / Client	2017 Residential Street Lighting Project / Village of Bensenville
Scope of Work / (Contractor) / Client POC	Phase II preparation of final plans, specifications, cost estimates, Phase III construction management, and route/topographic surveys for a CBDG funded street lighting improvements project along 7,000 of residential streets throughout the Village. The project consists of ornamental street light improvements, sidewalk and driveway patching, and parkway restoration. Village of Bensenville – Mehul Patel, PE, CFM, Assistant Director of Public Works (630) 594-1176
Project Team	Bradley Hargett, PE, PLS, CFM – Project Manager, Brian Gilmore, PE – Project Engineer
Construction Cost / Year	Const Cost. \$313,000 / 2017

Similar Project Experience (continued)

Project / Client	Winchester Avenue Sidewalk Project / Village of Lisle
Scope of Work / (Contractor) / Client POC	Phase I, II, and III engineering services for federally funded (Safe Routes to School) improvement that includes the construction of 0.34 mile of new concrete sidewalk along Winchester Avenue from Middleton Avenue to Ogden Avenue. The project included concrete curb and gutter, segmental block retaining wall, driveway pavement removal and replacement, new concrete sidewalk, storm sewer, pavement patching, landscape restoration and pavement striping. Village of Lisle – Jason Elias, PE, Public Works Director (630) 271-4170
Project Team	Bradley Hargett, PE, PLS, CFM – Project Manager/Resident Engineer, Brian Gilmore, PE – Project Engineer
Construction Cost / Year	Const Cost \$173,000 / 2017

Project / Client	East Commuter Platform Reconstruction / Village of Western Springs
Scope of Work / (Contractor) / Client POC	Phase I preliminary design, Phase II final design and preparation, and Phase III construction management services for a federally funded PCC and brick paver platform improvement adjacent to the BNSF Railroad, Burlington and Hillgrove Avenues and Wolf Road. The platform construction will include utility structure adjustments, retaining wall installation, and landscape enhancements. Phase I preliminary engineering services include field survey, preliminary geometric and design studies, and Phase I documents for a Categorical Exclusion Group I with Project Development Report. The project involved extensive coordination with Metra, the BNSF railroad, Cook County Department of Transportation and Highways and utility companies. Village of Western Springs – Mathew Supert, Director of Municipal Services (708) 246-1800
Project Team	Jeffery Ziegler – Project Manager, Lynn Kroll, PE, CFM – Project Engineer, Brian Gilmore, PE – Resident Engineer
Construction Cost / Year	Const Cost \$3,000,000 / 2016

Detailed Project information sheets are provided for three (3) of the above significant recent projects.



PROJECT UNDERSTANDING

The City of Warrenton proposes to construct a turn lane in the Diehl Road median to allow left turns into the Target store site at the existing limited access driveway. The project also includes a 100-foot extension of the existing dual left turn lanes on the eastbound Diehl Road approach to Winfield Road and on the westbound Diehl Road approach to Davis Parkway. The drive to the Target store will require modifications and will be upgraded to comply with ADA requirements.

The improvement consists of earthwork, pavement removal, milling and resurfacing, curb and gutter removal and replacement, drainage structure installation and adjustments, pavement markings, and parkway restoration.

Target driveway modifications will include grading modifications, curb and gutter removal and replacement, pavement patching and resurfacing, pavement markings, landscape restoration and signage. A portion of the driveway modifications will be outside of the Diehl Road right of way and will not be a part of the Diehl Road Channelization Improvements contract.

Construction on the Target site is planned to be concurrent with, and under a separate contract from the Diehl Road channelization improvements construction.

The construction for this project will be partially funded with a grant from the federal Surface Transportation Program (STP) funds. However, Phase III engineering will be solely funded by the City of Warrenton. Therefore, construction and all documentation and inspection must be in accordance IDOT and FHWA guidelines, policies and procedures for a federally funded project.

The City desires professional engineering services to perform construction engineering observation and inspection of the work specified in the Request for Proposal. The services include but are not limited to pre-construction activities, as-built survey, verification of quantities, utility coordination and conflict resolution, shop drawing review, resident engineering services, meetings and coordination, material testing, inspection and certification, record preparation and maintenance of documentation, pay estimate submittals, and change orders.

PROJECT APPROACH

Our approach to the project will involve a project team comprised of a project manager, resident project engineer, and construction inspectors. The project manager shall act as the principal liaison to the City in matters relating to achievement of the project requirements, including budget control, schedules, milestones and quality objectives, and advise and direct other project team members.

The resident project engineer will supervise the planning, coordination, and implementation of construction observation, inspection, and documentation in accordance IDOT and FHWA guidelines, policies and procedures for a federally funded project.

The construction inspectors will assist in the construction engineering services that include daily construction observation and inspection, field measurement and calculation of quantities, verify contractor's layout, prepare punch list and final inspection, and prepare as-built drawings.

Specialty Quality Assurance (QA) manager services for testing of construction materials will be provided by the IDOT prequalified sub-consultant SEECO Consultants, Inc. of Tinley Park.

We believe that our qualifications and experience summarized below support the selection of James J. Benes and Associates, Inc. as the best firm to provide construction engineering services for the Diehl Road Channelization Improvement Project.

Project Approach & Scope of Work (continued)

- Expertise and experience in design and construction phases of transportation improvements.
- A client base almost exclusively from the public sector. The Firm's Municipal, County, and State clients account for approximately 98% of our workload. Concentrating our services on the public sector has provided an understanding of the unique needs of municipal clients and avoids the potential for conflicts of interest.
- A staff that is responsive to the needs of our municipal clients and is experienced in taking a project from the planning stage through construction. The broad range of experience has made our engineers aware of the level of effort needed to successfully complete a transportation project with aggressive schedules and made them better planners, designers and construction engineers.
- An understanding of County, State, and Federal design and construction policies and procedures.
- We are committed to providing individualized professional services that will meet the specific needs and schedules for this project.
- Our office is conveniently located within minutes of the project site and City Hall.

The following is an outline of the **Scope of Services** and methodology that will be used to perform the work specified in the Request for Proposal. All of the construction engineering tasks will be performed in accordance IDOT and FHWA guidelines, policies and procedures for a federally funded project.

A. Project Initiation:

1. Pre-construction Conference - A meeting will be attended with IDOT, City staff and the contractors' representatives to review project requirements, scheduling, sub-contractors, and other matters.
2. Video Recording - The existing conditions within and adjacent to the area of construction will be videotaped.
3. Job Setup – Prior to construction commencing a project job box, IDOT startup forms, ICORS setup, and contractor coordination will be performed.

B. Check Construction Layout:

The Contractor's layout of proposed construction lines and grades will be checked.

C. Construction Observation:

1. Inspection - An engineer will be assigned to provide observation and guidance during working days when the contractor is actually progressing with the work elements. This is to assure as closely as possible that all construction items are built in accordance with the plans and specifications. The inspection services will be full-time or part-time depending upon the construction activity.

The engineer will observe, document and inform the City of the adequacy of the establishment and maintenance of the traffic control; measure and compute pay items; and maintain a daily record of contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in the plans and authorization of extra work. Construction documentation will be performed in accordance with IDOT's documentation procedures.

An IDOT pre-qualified sub-consultant will be retained to perform hot-mix asphalt and concrete material Quality Assurance inspection and testing and Quality Assurance manager duties as required by IDOT's Bureau of Materials. These services will be subcontracted to SEECO Consultants, Inc. of Tinley Park.

Project Approach & Scope of Work (continued)

The construction engineering services will not include:

- a. Assuming any of the responsibilities of the Contractor, Contractor's superintendent or of Subcontractors.
 - b. Expediting the work for the Contractor or Subcontractors.
 - c. Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
2. Partial Payment Estimates - Partial payment estimates prepared by the construction contractor will be reviewed and recommendations for action will be made. Payout forms in a format acceptable to IDOT shall be used (ICORS).
 3. Change Orders - Change orders will be processed as appropriate for approval by the City and IDOT.
 4. Shop Drawings – Shop drawings provided by the contractor will be review for compliance with the plans, specifications, and IDOT policies and procedures.

D. Project Finalization:

1. Punch List - The punch list for final project acceptance will be prepared in cooperation with the City.
2. Final Inspection - After completion of the punch list by the contractor, the final inspection with City staff, IDOT, contractor, and Engineer will be performed.
3. Final Quantities – Final quantities will be field measured and computed.
4. Final Documents – Final papers, payment estimate, and material certifications will be prepared in accordance with IDOT's procedures.
5. As-Built Drawings – Upon completion of the field work as-built drawings of the drainage improvements will be prepared.

E. Administration:

1. Administration - Project administration and coordination related to the aforementioned tasks will be performed.

STATEMENT OF AVAILABILITY/WORKLOAD CAPACITY

Understanding the City of Warrenton's concern that the personnel resources specifically represented and listed in this Request for Proposal will actually be assigned to the Project, James J. Benes and Associates, Inc. if awarded the Agreement, commits that to the extent within James J. Benes and Associates' control, the named key personnel and other individuals named in the Statement will be available on a full time basis for the periods necessary to fulfill their responsibilities.

Our total annual transportation fees capacity as determined by IDOT is \$5,600,000 of which under 10% is currently obligated to existing project. Therefore, JJB has the available work load capacity to successfully complete this project.



LIST OF REFERENCES

The following list provides a summary of clients and their agents for whom we have supplied professional engineering services.

VILLAGE OF BENSENVILLE

717 E. Jefferson Street
Bensenville, Illinois 60106
Mr. Joseph Caracci, Director of Public Works
(630) 350-3435

CITY OF LOCKPORT

17112 S. Prime Boulevard
Lockport, Illinois 60441
Mr. Brent Cann, Director of Public Works
(815) 838-0549

VILLAGE OF HINSDALE

19 East Chicago Avenue
Hinsdale, Illinois 60521
Mr. Dan Deeter, Village Engineer
(630) 789-7039

VILLAGE OF LISLE

1040 Burlington Avenue
Lisle, Illinois 60532
Mr. Jason Elias, Director of Public Works
(630) 271-4171

VILLAGE OF WESTERN SPRINGS

740 Hillgrove Avenue
Western Springs, Illinois 60558
Mr. Mathew Supert, Director of Municipal Services
(708) 246-1800

VILLAGE OF WOODRIDGE

1 Plaza Drive
Woodridge, IL 60517
Mr. Chris Bethel, Director of Public Works
(630) 719-4753

VILLAGE OF GLEN ELLYN

30 S. Lambert Road
Glen Ellyn, Illinois 60137
Mr. Julius Hansen, Director of Public Works
(630) 469-6756

ILLINOIS DEPARTMENT OF TRANSPORTATION

201 West Center Court
Schaumburg, Illinois 60196-1096
Mr. Ken Eng, Bureau of Design
(847) 705-4247
Ms. Kim Harvey, Bureau of Design
(847) 705-4055

**ESTIMATE OF MANHOURS AND COSTS
CONSTRUCTION ENGINEERING SERVICES
FOR**

**CITY OF WARRENVILLE
DIEHL ROAD CHANNELIZATION IMPROVEMENTS PROJECT**

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	TECH	TOTAL HOURS	DIRECT PAYROLL	TOTAL PAYROLL COST	DIRECT COSTS	TOTAL COST
A. Project Initiation									
1. Pre-const. Mtg.	4	0	4	0	8	\$396	\$1,159	\$0	\$1,159
2. Video Recording	0	0	0	4	4	\$98	\$287	\$0	\$287
3. Job Setup	0	0	8	0	8	\$296	\$866	\$0	\$866
B. Check Layout									
	0	0	4	8	12	\$344	\$1,007	\$0	\$1,007
C. Construction Observation									
1. Inspection (25 working days)	8	0	60	130	198	\$5,901	\$17,274	\$4,815	\$22,089
2. Partial Payment Estimates	0	0	12	0	12	\$444	\$1,300	\$0	\$1,300
3. Change Orders	0	0	8	0	8	\$296	\$866	\$0	\$866
4. Shop Drawings	0	0	4	0	4	\$148	\$433	\$0	\$433
D. Project Finalization									
1. Punch List	0	0	4	8	12	\$344	\$1,007	\$0	\$1,007
2. Final Inspection	0	0	4	4	8	\$246	\$720	\$0	\$720
3. Final Quantities	0	0	4	12	16	\$442	\$1,294	\$0	\$1,294
4. Final Documents	2	0	20	0	22	\$864	\$2,529	\$0	\$2,529
5. As-Built Drawings	0	0	4	4	8	\$246	\$720	\$0	\$720
E. Administration									
	6	0	0	0	6	\$372	\$1,089	\$0	\$1,089
TOTAL COST	20	0	136	170	326	10,437	30,552	4,815	35,367

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: City of Warrenville, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____